

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

SUNBELT RENTALS, INC.,

Plaintiff,

v.

Case No: 2:20-cv-749-FtM-38MRM

JASON MONAHAN,

Defendant.

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**AGREED INJUNCTION**<sup>1</sup>

Before the Court is the parties' Agreed Injunction ([Doc. 50](#)). Plaintiff Sunbelt Rentals, Inc. filed a Motion for Preliminary Injunction. Sunbelt and Defendant Jason Monahan entered a settlement and compromise. And they stipulated to the entry of the Agreed Injunction as shown by their lawyers' signatures on their proposed filing and confirmed at a status conference on January 7, 2021.

Having considered the record and being sufficiently advised, the Court approves the Agreed Injunction and orders it will remain in place for the time

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<sup>1</sup> Disclaimer: Documents hyperlinked to CM/ECF are subject to PACER fees. By using hyperlinks, the Court does not endorse, recommend, approve, or guarantee any third parties or the services or products they provide, nor does it have any agreements with them. The Court is also not responsible for a hyperlink's availability and functionality, and a failed hyperlink does not affect this Order.

periods stated below unless otherwise ordered. Also, the Court dismisses the case with prejudice at the parties' request.

Accordingly, it is now

**ORDERED:**

1. From the date of entry of this Agreed Injunction and through August 4, 2021 during Monahan's employment with AXIS Portable Air LLC ("AXIS") Monahan's position with AXIS will be as Branch Manager of AXIS's Tucson, Arizona branch. During that time period, Monahan is not permitted, directly or indirectly, to hold an equity stake in AXIS.
2. From the date of entry of this Agreed Injunction and through August 4, 2021 during Monahan's employment with AXIS Monahan's primary duties for AXIS are limited to the duties of identifying potential customers for AXIS within the Tucson, Arizona area (which area does not include any area within 50 miles of 3832 East Roeser Road, Phoenix, Arizona 85040) ("Tucson Area"); attempting to make contact and making contact with potential and actual customers located in the Tucson Area; renting products to customers located in the Tucson Area; delivering and setting up products and services ordered by AXIS customers in the Tucson Area; supervising, leading and directing Tucson branch staff; purchasing supplies for the Tucson

branch; and cleaning and making equipment ready for rent at the Tucson branch. It shall not be a violation of this Agreed Injunction for Monahan to perform other duties for AXIS beyond those listed in this Section 2, provided that those duties do not violate any other portion of this Agreed Injunction.

3. From the date of entry of this Agreed Injunction and through August 4, 2021 Monahan shall not provide any information, or participate, directly or indirectly, in any discussions with David Walling or other AXIS employees regarding the following topics: AXIS's overall financial or growth plans; AXIS's solicitation or hiring of any employees, except for those who report to the Tucson Branch Manager in the AXIS Tucson branch; AXIS company-wide financial review or analysis; AXIS's acquisition of other companies; AXIS's identification of new markets in which to open new branches; or AXIS's identification of new products to rent that it does not rent as of the date of this Agreed Injunction. It shall not be a violation of this Agreed Injunction for Monahan to provide AXIS any enterprise valuation analysis or related enterprise valuation services to assist with any total or partial sale of any sort of, or investment of any nature in, AXIS to or by any private equity third party.

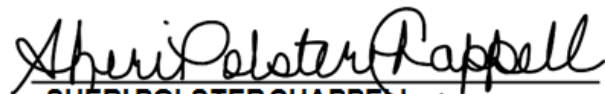
4. From the date of entry of this Agreed Injunction and through August 4, 2021 Monahan shall not, directly or indirectly through David Walling or others:

- a. provide or solicit the provision of climate control products or services to any person or entity who purchased or leased products or services from Sunbelt at any time from August 5, 2019 through August 5, 2020 and with whom or which Monahan had contact on behalf of Sunbelt during August 5, 2019 through August 5, 2020;
- b. contact for business acquisition purposes or respond to any inquiry concerning a potential or actual acquisition from any representatives of any companies that Monahan was targeting as potential acquisitions for Sunbelt during Monahan's employment with Sunbelt;
- c. recruit or solicit on behalf of AXIS the employment of any person who at any time from August 5, 2019 through August 5, 2020 was employed by Sunbelt, nor shall Monahan respond to any inquiries from any such Sunbelt employee regarding employment with AXIS; or
- d. request or advise any customer or vendor with whom or which Monahan had contact on behalf of Sunbelt from

August 5, 2019 through August 5, 2020 to withdraw, curtail or cancel its business dealings with Sunbelt.

5. From the date of entry of this Agreed Injunction and forward, Monahan will not share with David Walling or any other AXIS agent or employee any non-public Sunbelt information gathered by Sunbelt and shared with Monahan regarding acquisitions, greenfields, growth, product development, market analysis, and profit center financial information.
6. The Court **RETAINS** continuing jurisdiction, **until August 4, 2021**, to enforce the terms of this Agreed Injunction.
7. This case is **DISMISSED with prejudice**. Costs and expenses are taxed against the party incurring the same.
8. The Clerk is **DIRECTED** to enter judgment dismissing the case with prejudice.
9. The Clerk is **DIRECTED** to terminate any pending motions or deadlines and close the file.

**DONE** and **ORDERED** in Fort Myers, Florida on January 8, 2021.

  
**SHERI POLSTER CHAPPELL**  
**UNITED STATES DISTRICT JUDGE**

Copies: All Parties of Record